

LEASE

THIS INDENTURE OF LEASE made this day of , 1965,
under Section 26EE of Chapter 121 of the Massachusetts General
Laws, by and between the CITY OF BOSTON, a Massachusetts Muni-
cipal corporation, hereinafter called the Lessor, and the
BOSTON REDEVELOPMENT AUTHORITY, a public body politic and
corporate in the City of Boston, hereinafter called the Lessee;

WITNESSETH that, in consideration of the rent and covenant
herein reserved and contained on the part of the Lessee to be
paid, performed and observed, the Lessor hereby demises,
leases and lets to the Lessee the following described premises
hereinafter called the demised premises, to wit, the entire
tenth and eleventh floors of the Lessor's building known as its
City Hall Annex and situated at 26 Court Street in Boston,
Massachusetts, together with reasonable access thereto through
the entrances, exits, corridors, stairways and automatic
elevators of said building;

TO HAVE AND TO HOLD the demised premises with their ap-
purtenances for the term of two (2) years commencing with the
first day of July, 1965, and ending with the thirtieth day of
June, 1967;

YIELDING AND PAYING THEREFOR the annual rental of ONE
HUNDRED TEN THOUSAND DOLLARS (\$110,000.00) payable in semi-
annual payments at the office of the Lessor's Collector-
Treasurer on the thirty-first day of December in the years 1965
and 1966, and the thirtieth day of June in the years 1966 and
1967.

THE LESSOR COVENANTS with the Lessee -

1. That during the term of this lease, except in cases of accident, break-down, suspension for inspection or repair, inability, in ordinary course of business, to obtain required water, fuel or electricity, embargoes, strikes, or other causes beyond the Lessor's control, the Lessor, without charge other than the rent hereinbefore reserved, shall furnish to the demised premises: (a) heat to such extent and at such times as heat is usually furnished in office buildings in Boston; (b) hot and cold running water for the water fixtures on the demised premises to such extent as the same is usually furnished in office buildings in Boston; (c) washing of windows, and sweeping and washing of floors, in the demised premises to such extent, at such intervals, and at such reasonable hours only as such work is usually performed in office buildings in Boston; (d) automatic elevator service; and (e) electricity.

2. That in the event the new City Hall, now under construction, is completed and becomes available for occupancy by the Lessee during the term of this lease, the Lessor will notify the Lessee to this effect; this lease shall terminate upon the date the Lessee vacates the demised premises and relocates into said new City Hall; and the annual rental shall be pro-rated as of the day of vacation of said premises.

THE LESSEE COVENANTS with the Lessor -

1. That the Lessee will pay to the Lessor the aforesaid rent at the times and in the manner aforesaid;

2. That the Lessee will neither make nor suffer any waste of the demised premises, but will keep the same in such repair,

order and condition as the same are in at the commencement of said term or may be put in during the continuance thereof, damage by unavoidable casualty only excepted, and at the expiration of this lease will remove from the demised premises all goods and effects not the property of the Lessor, and will peaceably yield up to the Lessor said premises and all alterations made thereto; and

3. That the Lessee will use the demised premises solely for its corporate purposes.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

CITY OF BOSTON

by

Mayor

BOSTON REDEVELOPMENT AUTHORITY

by

Chairman

MEMORANDUM

June 24, 1965

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: Lease of 10th and 11th Floors - City Hall Annex

At the Board Meeting of May 21, 1965, payment in the amount of \$14,005.14 was approved for the leasing of the 10th and 11th floors of City Hall Annex for the period from July 1, 1964 through June 30, 1965. The terms of this lease were for an annual rental of \$110,000. payable June 30th in the years 1962, 1963, 1964 and 1965. The lease provided that one-quarter of the cost of alterations would be deducted from the annual rent payable for the period of the lease.

The June 30, 1965 payment is the last rental based on the lease which allows the set-off.

Attached is the proposed lease for the next two years for the City Hall Annex. The annual rental will continue to be \$110,000.00 with two changes having been incorporated into the new lease; one is a clause calling for its termination and proration of the rent as of the day we vacate to relocate in the new City Hall and the other is the changing of the leasing period from a fiscal year basis to a calendar year basis with payments due twice a year; one in June and the other in December. This provides for a less complicated budgetary procedure.

Permission is requested to negotiate and execute the attached lease with the City.

An appropriate vote is attached.